

RECORDATION NO. 23800 - P FILED

OCT 04 '11 -8 00 AM

SURFACE TRANSPORTATION BOARD

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ELIAS C. ALVORD (1942)
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October 3, 2011

Chief
Section of Administration
Office of Proceedings
Surface Transportation Board
395 "E" Street, S.W.
Washington, D.C. 20423

Dear Section Chief.

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Collateral Supplement No. 2 to Second Amended and Restated Collateral Agency Agreement (TRL-I 2011 Substitution) dated as of October 3, 2011, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Memorandum of Second Amended and Restated Collateral Agency Agreement previously filed with the Board under Recordation Number 23800-F.

The name and address of the party to the enclosed document are:

Grantor: Trinity Rail Leasing I L.P.
2525 Stemmons Freeway
Dallas, Texas 75207

[Collateral Agent: Bank of New York Mellon Trust Company, N.A.
(successor to J.P.Morgan Chase Bank, N.A.,
successor in interest to Bank One Trust
Company, NA)
One Wall Street
New York, NY 10286

Chief
Section of Administration
October 3, 2011
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A description of the railroad equipment covered by the enclosed document is:

43 railcars and leases with respect thereto within the following series as more particularly set forth in the attachment to the document:

TILX 058022 – TILX 058024 (inclusive)
TILX 058186 – TILX 058209
TILX 190322 – TILX 190325 (inclusive)
TILX 250178 – TILX 250251
TILX 311101 – TILX 311122
TILX 620080 – TILX 620135
TIMX 001021

A short summary of the document to appear in the index is:

Collateral Supplement No. 2 to Second Amended and Restated Collateral Agency Agreement (TRL-I 2011 Substitution).

Also enclosed is a check in the amount of \$41.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,



Edward M. Luria

EML/sem
Enclosures

OCT 04 '11 -8 00 AM

SURFACE TRANSPORTATION BOARD

COLLATERAL SUPPLEMENT NO. 2 TO
SECOND AMENDED AND RESTATED COLLATERAL AGENCY AGREEMENT
(TRL-I 2011 SUBSTITUTION)

October 3, 2011

This Collateral Supplement No. 2 to Second Amended and Restated Collateral Agency Agreement (TRL-I 2011 Substitution) (this "Supplement"), from Trinity Rail Leasing I L.P., a Texas limited partnership (the "Grantor"), in favor of The Bank of New York Mellon Trust Company, N.A. (successor-in-interest to J.P. Morgan Trust Company, N.A. as successor-in-interest to Bank One Trust Company, N.A.) ("BONY"), in its capacity as Collateral Agent as defined below;

WITNESSETH:

WHEREAS, the Grantor and BONY are each parties to the Second Amended and Restated Collateral Agency Agreement, dated as of December 28, 2001 (the "Agreement") among the Grantor, BONY as Collateral Agent (in such capacity, the "Collateral Agent"), the three Owner Trusts party thereto, Wilmington Trust FSB (successor-in-interest to LaSalle Bank National Association) as Indenture Trustee under the three related Indentures, Trinity Rail Management, Inc. and Trinity Industries Leasing Company (terms used herein and not otherwise defined herein to have the meanings such terms would have if used in the Agreement);

WHEREAS, the Agreement evidences and provides for, among other things, the grant by the Grantor in favor of the Collateral Agent, for the benefit of the Beneficiaries thereunder, of a Security Interest in the Collateral as defined therein, which Collateral includes railcars and leases thereon constituting Pledged Equipment and Pledged Equipment Leases, respectively;

WHEREAS, as contemplated and authorized in a Consent to Pledged Equipment Substitution delivered on or prior to the date hereof, the Grantor is effecting a replacement of certain Pledged Units (being concurrently released as collateral by a separate instrument) with the railcars described on Schedule 1 hereto (each a "Replacement Pledged Unit" and collectively, the "Replacement Pledged Equipment"), which are currently leased pursuant to the related leases thereof described on Schedule 2 hereto (the "Replacement Pledged Equipment Leases"); and

WHEREAS, in connection with such replacement, the Grantor desires through the execution and delivery of this Supplement to evidence the grant and attachment of the Security Interest of the Agreement to (i) the Replacement Pledged Equipment, (ii) the Replacement Pledged Equipment Leases, and (iii) all property and assets relating thereto that constitutes or will or would constitute (after giving effect to the grants contained in this Supplement) Collateral in respect of such assets, including without limitation all proceeds and products thereof (collectively, the assets and property described in clauses (i), (ii) and (iii) constituting the "Replacement Assets");

NOW, THEREFORE, in order to further secure the Secured Obligations, and in consideration of the premises and of the covenants contained herein and in the Agreement, the Grantor hereby grants, assigns and conveys to the Collateral Agent, for the benefit of the Beneficiaries and all other parties and Persons benefited under the Agreement, a Security Interest in and to the Replacement Assets, including without limitation the Replacement Pledged Equipment described on Schedule 1 hereto, and the Replacement Pledged Equipment Leases described on Schedule 2 hereto.

The grant evidenced by this Supplement is intended by the Grantor to have the effect of subjecting the Replacement Assets to the Security Interest of the Agreement in order that the Replacement Pledged Equipment shall thereupon constitute and be deemed for all purposes of the Agreement and any other Operative Agreement, "Pledged Equipment" within the meaning of the Agreement, and the Replacement Pledged Equipment Leases shall thereupon constitute and be deemed for all purposes of the Agreement and any other Operative Agreement, "Pledged Equipment Leases" within the meaning of the Agreement. The Grantor further agrees that this Supplement shall constitute an Operative Agreement following its execution and delivery by the Grantor in favor of the Collateral Agent.

THIS SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES (OTHER THAN SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW).

[signature follows]

IN WITNESS WHEREOF, the Grantor has caused this Supplement to be duly executed by one of its duly authorized officers, as of the day and year first above written.

TRINITY RAIL LEASING I L.P.

By: TILX GP I, LLC, its General Partner

By:  _____
Name: C. Lance Davis
Title: Vice President

STATE OF Texas }
COUNTY OF Dallas }

SS:

On this 3rd day of October, 2011, before me personally appeared C. Lance Davis, to me personally known, who being duly sworn, stated that he is Vice President of TILX GP I, LLC, General Partner of Trinity Rail Leasing I L.P., that said instrument was signed on behalf of said limited partner by said limited liability company as general partner of Trinity Rail Leasing I L.P. by authority of its manager(s), and he acknowledged that the execution of the foregoing instrument was the free act and deed of said limited partnership and limited liability company.


Notary Public

My Commission Expires:



SCHEDULE 1

Replacement Pledged Equipment

<u>ID</u>	<u>Asset Mark</u>	<u>Lessee Number</u>	<u>Invoice Date</u>	<u>Car Type</u>
1	TILX620125	2843	2/28/1999	Freight
2	TILX620129	2843	3/24/1999	Freight
3	TILX620131	2843	11/17/1999	Freight
4	TILX620133	2843	3/18/1999	Freight
5	TILX620135	2843	2/28/1999	Freight
6	TILX058022	4720	12/30/1988	Freight
7	TILX058023	4720	12/30/1988	Freight
8	TILX058024	4720	12/30/1988	Freight
9	TILX058186	4720	3/28/1994	Freight
10	TILX058187	4720	3/28/1994	Freight
11	TILX058190	4720	3/28/1994	Freight
12	TILX058191	4720	3/28/1994	Freight
13	TILX058194	4720	3/28/1994	Freight
14	TILX058196	4720	3/28/1994	Freight
15	TILX058198	4720	3/28/1994	Freight
16	TILX058202	4720	3/28/1994	Freight
17	TILX058203	4720	3/28/1994	Freight
18	TILX058204	4720	3/28/1994	Freight
19	TILX058205	4720	3/28/1994	Freight
20	TILX058206	4720	3/28/1994	Freight
21	TILX058207	4720	3/28/1994	Freight
22	TILX058209	4720	3/28/1994	Freight
23	TIMX001021	4720	5/1/1996	Freight
24	TILX250178	52067	11/3/1993	Tank
25	TILX250179	52067	11/3/1993	Tank
26	TILX250181	52067	11/3/1993	Tank
27	TILX250192	52067	11/5/1993	Tank
28	TILX190322	86645	7/18/1996	Tank
29	TILX190323	86645	7/18/1996	Tank
30	TILX190324	86645	7/26/1996	Tank
31	TILX190325	86645	7/18/1996	Tank
32	TILX311101	62470	1/31/1997	Freight
33	TILX311115	62470	1/31/1997	Freight
34	TILX311155	62470	1/31/1997	Freight
35	TILX311195	62470	2/12/1997	Freight
36	TILX311222	62470	2/24/1997	Freight
37	TILX250214	27719	7/29/1998	Tank
38	TILX250217	27719	7/31/1998	Tank
39	TILX250220	27719	7/29/1998	Tank
40	TILX250251	27719	7/31/1998	Tank
41	TILX620080	4960	1/18/1999	Freight
42	TILX620130	4960	3/24/1999	Freight
43	TILX620137	4960	3/18/1999	Freight

SCHEDULE 2

Replacement Pledged Equipment Leases

Paramount Petroleum Corporation, Rider 2

Formosa Plastics Corp, USA, Rider 17

Sabco Innovative Plastics, Rider 1

Celtran Inc, Rider 3

JBS USA, LLC, Rider 6

Itero Energy, Inc., Rider 2

Helm US Corporation, Rider 4

CERTIFICATION

I, Edward M Luria, an attorney licensed to practice in the District of Columbia, the State of Delaware and the Commonwealth of Pennsylvania, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated 10/4/11

Edward M Luria
Edward M. Luria